

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into effective 8/15/16 by and between Faith Works Community Services, Inc. ("Faith Works") and Trillium Health Resources ("Trillium"). The foregoing parties are at times referred to herein collectively as ("Parties") and individually as a ("Party").

WITNESSETH:

WHEREAS, Trillium is a Local Management Entity/ Managed Care Organization as that term is defined at N.C.G.S. § 122C-3(20c), and manages publicly-funded mental health, intellectual/ developmental disability and substance abuse services for consumers enrolled in the following twenty-four (24) counties: Beaufort, Craven, Jones, Pasquotank, Bertie, Currituck, Martin, Pender, Brunswick, Dare, New Hanover, Perquimans, Camden, Gates, Northampton, Pitt, Carteret, Hertford, Onslow, Tyrrell, Chowan, Hyde, Pamlico, and Washington Counties ("Trillium's Catchment Area"); and

WHEREAS, Faith Works is a provider of mental health and behavioral health services and is providing certain services to recipients of publicly-funded services in Trillium's Catchment Area; and

WHEREAS, Trillium issued a Notification to Faith Works on January 26, 2016, notifying Faith Works that it was seeking recoupment of \$123,397.84 for certain services rendered and was intending to terminate Faith Works' participation in (b)(3) Respite services and Diagnostic Assessments; and

WHEREAS, on February 24, 2016, Faith Works requested a first-level reconsideration of the January 26, 2016 Notice, and a face-to—face reconsideration meeting was held on March 31, 2016; and

WHEREAS, on April 22, 2016, Trillium issued a Reconsideration Decision, reversing the termination related to (b)(3) Respite Services and Diagnostic Assessments but upholding the recoupment amount of \$123,397.84; and

WHEREAS, on May 19, 2016, Faith Works, through counsel, filed a second-level reconsideration request concerning the April 22, 2016 Reconsideration Decision, and Trillium has not yet issued its second-level Reconsideration Decision; and

WHEREAS, Trillium issued a Notification to Faith Works on May 4, 2016, notifying Faith Works that it was seeking recoupment of \$9,811.60 for certain services rendered and was intending to terminate Faith Works' participation as to all services rendered to Trillium consumers; and

WHEREAS, on June 2, 2016, Faith Works, through counsel, requested a first-level reconsideration of the May 4, 2016 Notice, and a face-to-face reconsideration meeting is scheduled for August 18, 2016; and

WHEREAS, the Parties desire to compromise and settle any and all existing, threatened and potential disputes, claims, or rights between them; and

WHEREAS, the Parties have reached a compromise settlement resolving the differences between them on the disputes and potential disputes described herein, the terms and conditions of which are set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, for agreed upon consideration, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, for themselves and their predecessors, successors, managers, assigns, officers, directors, employees, and agents, agree as follows:

1. The settlement effected by this Agreement is a compromise of disputed claims, made to avoid the uncertainty and expense of litigation. The promises and terms agreed to herein are not to be construed as an admission of any alleged liability, nonconformity, error, or other deficiency on the part of any Party. Any such alleged liability, nonconformity, error, or other deficiency is expressly denied by the respective Parties.
2. For purposes of this Agreement, the January 26, 2016 Notice, the April 22, 2016 Reconsideration Decision, and the May 4, 2016 Notice shall collectively be referred to as the "Trillium Notices."
3. Faith Works will voluntarily withdraw from participation in providing Medicaid and State-funded behavioral health services in Trillium's Catchment Area and Trillium acknowledges that Faith Works' withdrawal is voluntary. Faith Works will send a Letter of Voluntary Withdrawal, memorializing Faith Works' voluntary withdrawal. Trillium will accept Faith Works' Voluntary Withdrawal as subsuming and rendering ineffective the portion of the May 4, 2016 Notice recommending an involuntary termination. Trillium will make this Letter of Voluntary Withdrawal available to any interested party upon request.
4. Faith Works will agree to not to file a Petition for Contested Case Hearing against Trillium or otherwise contest the Trillium Notices.
5. Trillium will act in good faith towards Faith Works and in accordance with applicable federal and state laws, rules, and regulations with regard to any future procurement or provider network decisions in the event that Trillium's network is expanded beyond the existing Catchment Area. With regard to any future procurement or provider network decisions in the event that Trillium's network expands beyond the existing Catchment Area, Faith Works shall be treated the same as any other provider that is in good standing with the LME/MCO that managed the area before the expansion. Faith Works' voluntary withdrawal of participation in providing Medicaid and state-funded behavioral health services in Trillium's Catchment Area and the issuance of the Trillium Notices and the facts alleged in the Trillium Notices shall have no bearing on Faith Works' status as a provider and the decisions made by Trillium regarding Faith Works' status as a provider in Trillium's expanded catchment area.
6. Both Parties will coordinate with one another to ensure a safe and orderly transition of consumers to other providers in the Trillium network, with a goal of accomplishing

this transition within 60 days of the effective date of this Agreement. If certain services currently provided by Faith Works necessitate a longer time period for the transfer of consumers, the Parties will work together in good faith to accomplish such transition as soon as reasonably possible.

7. Faith Works will continue to comply with all state and federal records retention requirements in connection with services provided by Faith Works to consumers within Trillium's Catchment Area.

8. Faith Works agrees to pay Trillium the sum of SIXTY FOUR THOUSAND TWO HUNDRED FOUR DOLLARS AND SEVENTY SEVEN CENTS (\$64,204.77) in full compromise and settlement of the Trillium Notices. Petitioner owes no penalty or interest as long as it pays the agreed upon amount in accordance with the terms of this Agreement. Full and final payment in the amount of SIXTY FOUR THOUSAND TWO HUNDRED FOUR DOLLARS AND SEVENTY SEVEN CENTS (\$64,204.77) must be received by Trillium within sixty (60) calendar days of the complete execution of this Agreement. Payment shall be made via wire transfer or in the form of a certified check or cashier's check payable to Trillium Health Resources and delivered to the following address: 1708 E. Arlington Blvd., Greenville, NC 27858.

9. Trillium agrees to accept payment of SIXTY FOUR THOUSAND TWO HUNDRED FOUR DOLLARS AND SEVENTY SEVEN CENTS (\$64,204.77) in full compromise and settlement of the Trillium Notices.

10. Trillium acknowledges that the alleged overpayments that were at issue are not based upon allegations by Trillium that Faith Works engaged in fraud, willful misrepresentation, the filing of a false claim, or other illegal conduct.

11. The issuance of the Trillium Notices, the facts alleged in the Trillium Notices, the underlying audits and investigations, the Letter of Voluntary Withdrawal, this Agreement, and the amount paid by Faith Works as part of this settlement will not be considered by Trillium as having any effect on Faith Works' good standing with Trillium, so long as Faith Works has complied or is complying with the provisions of this Agreement. If the Centers for Medicare & Medicaid Services ("CMS"), NC Department of Health and Human Services ("DHHS"), its Division of Medical Assistance ("DMA"), any other LME/MCO operating in North Carolina or any State Medicaid agency or Medicaid managed care organization in any state outside of North Carolina inquires of Trillium whether Faith Works was in good standing with Trillium at all times that Faith Works operated as part of Trillium's network, Trillium shall respond that Faith Works was in good standing with Trillium. For the purposes of any future enrollment, reenrollment, participation, credentialing, or re-credentialing applications submitted by Faith Works to DHHS, DMA, or any LME/MCO in North Carolina, the Trillium Notices, the Letter of Voluntary Withdrawal, and this Agreement and the amount paid by Faith Works as part of this settlement will not be reflected as an amount owed to Trillium that has not been paid in full, or a violation of federal or state laws, rules or regulations governing North Carolina's Medicaid Program, so long as Faith Works has complied or is complying with the provisions of this Agreement.

12. The Parties agree that nothing in this Agreement should be construed to preclude Faith Works from responding to future requests for services in Trillium's Catchment Area, including requests by Trillium directly and requests by other providers within the Trillium network for subcontracted services.
13. Trillium will not conduct any further audits or investigations of Faith Works, unless required to do so under the terms of Trillium's contract with DMA in response to a credible allegation of fraud, waste, or abuse that is new and distinct from the facts alleged in any previous audits, investigations, or complaints.
14. All attorney's fees, costs, or expenses related to all cases and disputes described herein shall be borne by each Party individually, and no claim for such fees, costs or expenses shall be made.
15. Each Party hereby releases the other, its current and former officials, employees, agents, and representatives, from any and all liability and causes of action that have arisen or may arise out of the Trillium Notices.
16. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and there are no promises, understandings, or representations other than those set forth herein. This Agreement supersedes any and all other prior agreements and drafts regarding the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by both of the Parties or their duly authorized representatives.
17. This Agreement shall be construed and governed according to the laws of the State of North Carolina. If any provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
18. Each Party acknowledges that it has carefully read this Agreement, knows the contents thereof, and executes the Agreement voluntarily as its own free act. Each Party further acknowledges that it has conferred to the extent that it has deemed appropriate with legal counsel regarding this Agreement prior to its execution.
19. This Settlement Agreement may be executed in counterparts, each of which shall be an original, all of which taken together shall constitute one and the same instrument. The Parties may exchange signatures on this Settlement Agreement by facsimile or email which shall be acceptable and deemed binding as if originals.
20. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the Parties.
21. This Agreement is binding on the Parties' predecessors, successors, managers, assigns, officers, directors, employees, and agents.
22. This Agreement shall be effective upon the occurrence of the complete execution of this Agreement.

THIS SETTLEMENT AGREEMENT agreed and executed by the Parties hereto:

FAITH WORKS COMMUNITY SERVICES, INC.

By: Kennis Wilkins
Kennis Wilkins
Chief Executive Officer

(SEAL) Date: 8/10/16

TRILLIUM HEALTH RESOURCES

By: Leza Wainright
Leza Wainright
Chief Executive Officer

(SEAL) Date: 8/15/16



VIA CERTIFIED MAIL: 7016 1370 0001 7218 9766

May 9, 2017

Renee Pearson, CEO
Pitt Counseling, PLLC
912 East Fire Tower Road Suite 113
Greenville, NC 27858

Dear Ms. Pearson:

Please accept this letter as a confirmation of receipt by Trillium Health Resources ("Trillium") of your request for reconsideration of the decision made by Trillium to recoup funds totaling \$7,617.11, as a sanction for compliance issues.

On March 15, 2017, Trillium Program Integrity (PI) notified you of the outcome of a recent PI investigation. The investigation found that Pitt Counseling PLLC was out of compliance with Clinical Coverage Policy 8C, Records Management and Documentation Manual APSM 45-2 and requirements found in the Procurement Contract for Provision of Services.

In an effort to informally resolve this matter, Trillium has reviewed your settlement proposal and offers the following counterproposal. Trillium will forgo the reconsideration process in exchange for the following:

- a. In reference to your "Attachment A" Stamper billing
 - Trillium will forgive recoupment of \$3,027.74, relating to stamped signatures on medical documents in exchange for a written acknowledgement that you impeded Program Integrity's investigation, by refusing to admit you used a signature stamp when questioned about it.
- b. In reference to your "Attachment B" NPI billing:
 - Trillium will accept and allow Pitt Counseling to rebill, with correct rendering clinician numbers, past issues relating to the NPI numbers only, in the amount of \$2,613.91.
- c. As the remaining overpayment of \$1,975.46 is not in dispute, Trillium will process that amount for recoupment as a resolution to the remainder of the compliance issues, as outlined in Medicaid Contract Article II.5.B and Article II.5.C.

If you are in agreement to this proposal, please contact me by phone or via email at robin.bader@trilliumnc.org, no later than May 15, 2017.

If you are not in agreement with this proposed settlement arrangement, please contact me to discuss the reconsideration process scheduled for May 22, 2017, at 1:00 p.m., at 201 West 1st Street, Greenville, NC.

Sincerely,

Robin Bader

A handwritten signature in black ink, appearing to be 'Robin Bader', written over the printed name.

Robin Bader
TRILLIUM Appeals Coordinator

Richard Leissner

From: rpearson@pittcounseling.org
Sent: Sunday, May 14, 2017 11:35 PM
To: Robin Bader
Subject: RE: zixsecure- settlement

This message was sent securely using ZixCorp.

Hello,

This email is being written to formally accept the terms of Trillium's reconsideration offer letter that I received on May 9, 2017. Please advise me of the following steps:

1. Due date of letter concerning stamper? And how should I forward the letter to?
2. Due date of re-cop payments?

Sincerely,

Renee' Pearson

--- Originally sent by robin.bader@trilliumnc.org on May 9, 2017 2:52 PM ---

This message was sent securely using ZixCorp.

Robin Bader

Appeal Coordinator

Trillium Health Resources

www.TrilliumHealthResources.org

P 1-866-998-2597

F 910-399-3758

24-Hour Crisis Care & Service Enrollment 1-877-685-2415

Like us on Facebook and follow us on Twitter!

Trillium Health Resources

Trillium Direct Connect for Recovery

Trillium Direct Connect for Enrichment

@TrilliumNC

Public Records Law Statement: Please be advised that any e-mail sent to and from this e-mail account is subject to the NC Public Records Law and may be disclosed to third parties. Confidentiality Statement: This e-mail transmission and any documents, files or previous e-mail messages attached to it may contain confidential health information. Such documents are legally privileged. The authorized recipient of this information is prohibited from disclosing this information to any other party unless required to do so by law or regulation. Recipients are required to destroy such information after its stated need has been fulfilled. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or action taken in reliance on the contents of these documents is strictly prohibited. If you have received this information in error, please notify the sender immediately and delete the e-mail and accompanying file attachment.

This message was secured by ZixCorp^(R).

This message was secured by ZixCorp^(R).

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into effective _____ by and between A Plus Results Independent Living, Inc. ("A Plus") and Trillium Health Resources ("Trillium"). The foregoing parties are at times referred to herein collectively as ("Parties") and individually as a ("Party").

WITNESSETH:

WHEREAS, Trillium is a Local Management Entity/ Managed Care Organization as that term is defined at N.C.G.S. § 122C-3(20c), and manages publicly-funded mental health, intellectual/ developmental disability and substance abuse services for consumers enrolled in the following twenty-five (25) counties: Beaufort, Craven, Jones, Pasquotank, Bertie, Currituck, Martin, Pender, Brunswick, Dare, Nash, New Hanover, Perquimans, Camden, Gates, Northampton, Pitt, Carteret, Hertford, Onslow, Tyrrell, Chowan, Hyde, Pamlico, and Washington Counties ("Trillium's Catchment Area"); and

WHEREAS, A Plus is a provider of mental health and behavioral health services and is providing certain services to recipients of publicly-funded services in Trillium's Catchment Area; and

WHEREAS, Trillium issued notifications to A Plus, notifying A Plus that it was seeking recoupment for certain SACOT, SAIOP and Intensive In Home ("IIH") services rendered and was intending to terminate A Plus' participation in those services; and

WHEREAS, A Plus requested a reconsideration of Trillium's decisions regarding A Plus's SACOT, SAIOP and IIH services and currently has a contested case pending concerning Trillium's decision concerning A Plus's SACOT and SAIOP services, captioned 17-DHR-06452; and

WHEREAS, the Parties desire to compromise and settle the disputes regarding Trillium's decisions concerning A Plus's SACOT, SAIOP and IIH services; and

WHEREAS, the Parties have reached a compromise settlement resolving the differences between them on the aforementioned disputes, the terms and conditions of which are set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, for agreed upon consideration, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, for themselves and their predecessors, successors, managers, assigns, officers, directors, employees, and agents, agree as follows:

1. The settlement effected by this Agreement is a compromise of disputed claims, made to avoid the uncertainty and expense of litigation. The promises and terms agreed to herein are not to be construed as an admission of any alleged liability, nonconformity, error, or

other deficiency on the part of any Party. Any such alleged liability, nonconformity, error, or other deficiency is expressly denied by the respective Parties.

2. A Plus will voluntarily withdraw from participation in providing Medicaid and State-funded Intensive In Home Services in Trillium's Catchment Area and Trillium acknowledges that A Plus's withdrawal is voluntary. A Plus will send a Letter of Voluntary Withdrawal, memorializing A Plus's voluntary withdrawal, within five days of the date of this Agreement.

3. As part of the resolution of the dispute regarding A Plus's IIH service delivery, A Plus will pay back through claims recoupment the sum \$15,000.00, or nearest dollar not to exceed \$15,000.00, within four (4) months of the execution of this Agreement. Claims will be recouped from current service payments. If A Plus is unable to pay back the amount through claims recoupment within four months, then A Plus shall tender certified funds to satisfy the outstanding amount in full, payable to: Trillium Health Resources, Attention Finance Department, 144 Community College Road Ahsokie, NC 27910.

4. Upon receipt of A Plus's Notice of Voluntary Withdrawal, Trillium will close the pending reconsideration submitted by A Plus, concerning its IIH service delivery.

5. As to A Plus's provision of SACOT and SAIOP services and pending matter at OAH, 17-DHR-06452, A Plus will submit a Plan of Correction (POC) to Trillium (attn.: Fonda Gonzales, 201 W. First Street, Greenville, NC 27858, within ten (10) days of this Agreement, that addresses the following elements:

- a. ASAM results/recommendations for treatment must be consistent throughout members and provide sufficient detail regarding which level is the appropriate fit for each individual.
- b. The service record must contain ASAM justification when a member's level of care is changed.
- c. The service record must include a CCA addendum when the member's level of care changes and include sufficient details concerning the change in the level of care as opposed to remaining in current level of care and utilizing continuation of care criteria.
- d. A Plus must conduct training through an outside vendor regarding best practices for discharge planning, discharge summaries and follow up after discharge.
- e. A Plus must conduct training through an outside vendor regarding that addresses best practices for minimizing service gaps in the provision of SACOT and SAIOP services.

6. Within ten (10) days of the date of this Agreement, A Plus shall submit a POC to Trillium that addresses each of the above elements, using Trillium's standard POC form. In accordance with Trillium's POC procedure, Trillium will either approve the POC or provide A Plus one additional opportunity to submit an acceptable POC.

7. Upon Trillium's approval of A Plus's POC, A Plus will dismiss its contested case, 17-DHR-06452, with prejudice.

8. Trillium shall monitor A Plus's compliance with the approved POC pursuant to Trillium's POC procedure. If, after 60 days, A Plus has failed to implement the POC, Trillium may issue sanctions against A Plus, up to and including the termination of its SACOT and SAIOP contract.

9. Both Parties will coordinate with one another to ensure a safe and orderly transition of A Plus's IHH consumers to other providers in the Trillium network within 30 days of the effective date of this Agreement. If certain services currently provided by A Plus necessitate a longer time period for the transfer of consumers, the Parties will work together in good faith to accomplish such transition as soon as reasonably possible. *12-18-17*

10. As part of the resolution of the dispute regarding A Plus's SACOT and SAIOP service delivery, A Plus will pay back through claims recoupment the sum ~~\$15,000.00~~ *340,000.00* *12/12/17* *12-18-17* *340,000.00* *RPC* *12/12/17*, or nearest dollar not to exceed ~~\$15,000.00~~, within four (4) months of the execution of this Agreement. Claims will be recouped from current service payments. If A Plus is unable to pay back the amount through claims recoupment within four months, then A Plus shall tender certified funds to satisfy the outstanding amount in full, payable to: Trillium Health Resources, Attention Finance Department, 144 Community College Road Ahoskie, NC 27910.

11. All attorney's fees, costs, or expenses related to all cases and disputes described herein shall be borne by each Party individually, and no claim for such fees, costs or expenses shall be made.

12. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and there are no promises, understandings, or representations other than those set forth herein. This Agreement supersedes any and all other prior agreements and drafts regarding the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by both of the Parties or their duly authorized representatives.

13. This Agreement shall be construed and governed according to the laws of the State of North Carolina. If any provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

14. Each Party acknowledges that it has carefully read this Agreement, knows the contents thereof, and executes the Agreement voluntarily as its own free act. Each Party further acknowledges that it has conferred to the extent that it has deemed appropriate with legal counsel regarding this Agreement prior to its execution.

15. This Settlement Agreement may be executed in counterparts, each of which shall be an original, all of which taken together shall constitute one and the same instrument. The Parties may exchange signatures on this Settlement Agreement by facsimile or email which shall be acceptable and deemed binding as if originals.

16. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the Parties.

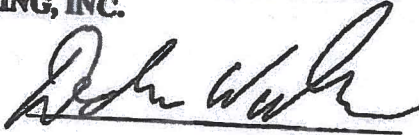
17. This Agreement is binding on the Parties' predecessors, successors, managers, assigns, officers, directors, employees, and agents.

18. This Agreement shall be effective upon the occurrence of the complete execution of this Agreement.

THIS SETTLEMENT AGREEMENT agreed and executed by the Parties hereto:

**A PLUS RESULTS INDEPENDENT
LIVING, INC.**

By:

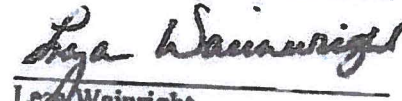


Date:

12-5-17

TRILLIUM HEALTH RESOURCES

By:



Leanne Wainright
Chief Executive Officer

Date:

12/12/17

State of North Carolina
County of Beaufort

I, Karen K. Moore, Notary Public for said County and State, do hereby certify that
Dedric Wilkins personally appeared before me this 5th day of
December, 2017, and acknowledged the due execution of the foregoing instrument.

Karen K. Moore
Notary Signature

Commission

Settlement (Independent Living, INC)

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into effective July 27th, 2018 by and between Youth Extensions, Inc. ("Youth Extensions") and Trillium Health Resources ("Trillium"). The foregoing parties are at times referred to herein collectively as ("Parties") and individually as a ("Party").

WITNESSETH:

WHEREAS, Trillium is a Local Management Entity / Managed Care Organization as that term is defined at N.C. Gen. Stat. § 122C-3(20c), and manages publicly-funded mental health, intellectual/ developmental disability and substance abuse services for consumers enrolled in the following twenty-six (26) counties: Beaufort, Craven, Jones, Pasquotank, Bertie, Columbus, Currituck, Martin, Pender, Brunswick, Dare, Nash, New Hanover, Perquimans, Camden, Gates, Northampton, Pitt, Carteret, Hertford, Onslow, Tyrrell, Chowan, Hyde, Pamlico, and Washington Counties ("Trillium's Catchment Area" or "Catchment Area"); and

WHEREAS, Youth Extensions is a provider of mental health and behavioral health services and is providing certain services to recipients of publicly-funded services in Trillium's Catchment Area; and

WHEREAS, Trillium issued a Notification to Youth Extensions dated May 15, 2018 (the "Trillium Notice"), notifying Youth Extensions that it was seeking recoupment in the amount of \$33,787.57 for certain services rendered (Day Treatment and Outpatient Therapy) and was intending to terminate Youth Extensions' contract with Trillium (the "Contract"), thereby terminating Youth Extensions' participation as to all services rendered to Trillium consumers; and

WHEREAS, on June 13, 2018, Youth Extensions, through counsel, requested a first-level reconsideration of the Trillium Notice; and

WHEREAS, given settlement discussions, a reconsideration hearing was not held and as such, Trillium has not issued a Reconsideration Decision and Youth Extensions' Contract has not been terminated; and

WHEREAS, the Parties desire to compromise and settle any and all existing, threatened, and potential disputes, claims, or rights between them; and

WHEREAS, the Parties have reached a compromise settlement resolving the differences between them on the disputes and potential disputes described herein, the terms and conditions of which are set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, for agreed upon consideration, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, for themselves and their predecessors, successors, managers, assigns, officers, directors, employees, and agents, agree as follows:

1. The settlement effected by this Agreement is a compromise of disputed claims, made to avoid the uncertainty and expense of litigation. The promises and terms agreed to herein are not to be construed as an admission of any alleged liability, nonconformity, error, or other deficiency on the part of any Party. Any such alleged liability, nonconformity, error, or other deficiency is expressly denied by the respective Parties.
2. Youth Extensions will voluntarily withdraw from participation in providing Medicaid and State-funded behavioral health services in Trillium's Catchment Area and Trillium acknowledges that Youth Extensions' withdrawal is voluntary. Youth Extension will send a Letter of Voluntary Withdrawal, memorializing Youth Extensions' voluntary withdrawal. Trillium will accept Youth Extensions' Voluntary Withdrawal and will rescind and render ineffective the portion of the Trillium Notice recommending an involuntary termination. Trillium will make this Letter of Voluntary Withdrawal available to any interested party upon request.
3. Trillium will act in good faith towards Youth Extensions and in accordance with applicable federal and state laws, rules, and regulations with regard to any future procurement or provider network decisions in the event that Trillium's network is expanded beyond the existing Catchment Area. With regard to any future procurement or provider network decisions in the event that Trillium's network expands beyond the existing Catchment Area, Youth Extensions shall be treated the same as any other provider that is in good standing with the LME/MCO that managed the area before the expansion. Youth Extensions' voluntary withdrawal of participation in providing Medicaid and state-funded behavioral health services in Trillium's Catchment Area and the issuance of the Trillium Notice and the facts alleged in the Trillium Notice shall have no bearing on Youth Extensions' status as a provider and the decisions made by Trillium regarding Youth Extensions' status as a provider in Trillium's expanded Catchment Area.
4. To the extent Youth Extensions continues to serve consumers in the Trillium Catchment Area after the date this Agreement is executed, both Parties will coordinate with one another to ensure a safe and orderly transition of consumers to other providers in the Trillium network, with a goal of accomplishing this transition within thirty (30) days from the effective date of this Agreement.
5. Youth Extensions will comply with all state and federal records retention requirements in connection with services provided by Youth Extensions to consumers within Trillium's Catchment Area.
6. Youth Extensions agrees to pay Trillium the sum of Twenty-three Thousand Nine Hundred Ninety-nine and 24/100 DOLLARS (\$23,997.24) in two equal installments of Eleven Thousand Nine Hundred Ninety-eight and 62/100 DOLLARS (\$11,998.62) in full compromise and settlement of the Trillium Notice. The Parties hereto agree that Youth Extensions will owe no penalty or interest as long as it pays the agreed upon amount in accordance with the terms of this Agreement. The initial installment amount of Eleven Thousand Nine Hundred Ninety-eight and 62/100 DOLLARS (\$11,998.62) must be made by Youth Extensions to Trillium within five (5) business days of the complete execution of this Agreement. The second and final installment of Eleven Thousand Nine Hundred Ninety-eight and 62/100 DOLLARS (\$11,998.62) must be received by Trillium within thirty (30) calendar

days of the complete execution of this Agreement. Payment shall be made via wire transfer or in the form of a certified check or cashier's check payable to Trillium Health Resources and delivered to the following address: 201 West First Street, Greenville, NC 27858.

7. Trillium agrees to accept payment of twenty-three Thousand Nine Hundred Ninety-nine and 24/100 DOLLARS (\$23,997.24) in two equal installments of Eleven Thousand Nine Hundred Ninety-eight and 62/100 DOLLARS (\$11,998.62) in full compromise and settlement of the Trillium Notice and the recoupment request of \$33,787.57 contained therein.

8. Trillium acknowledges that the alleged overpayments that were at issue are not based upon allegations by Trillium that Youth Extensions engaged in fraud, willful misrepresentation, the filing of a false claim, or other illegal conduct.

9. The issuance of the Trillium Notice, the facts alleged in the Trillium Notice, the underlying audits and investigations, the Letter of Voluntary Withdrawal, this Agreement, and the amount paid by Youth Extensions as part of this settlement will not be considered by Trillium as having any effect on Youth Extensions' good standing with Trillium, so long as Youth Extensions has complied or is complying with the provisions of this Agreement. If the Centers for Medicare & Medicaid Services ("CMS"), NC Department of Health and Human Services ("DHHS"), its Division of Medical Assistance ("DMA"), any other LME/MCO operating in North Carolina or any State Medicaid agency or Medicaid managed care organization in any state outside of North Carolina inquires of Trillium whether Youth Extensions was in good standing with Trillium at all times that Youth Extensions operated as part of Trillium's network pursuant to its Contract, Trillium shall respond that Youth Extensions was in good standing with Trillium. For the purposes of any future enrollment, reenrollment, participation, credentialing, or re-credentialing applications submitted by Youth Extensions to DHHS, DMA, or any LME/MCO in North Carolina, the Trillium Notice, the Letter of Voluntary Withdrawal, and this Agreement and the amount paid by Youth Extensions as part of this settlement will not be reflected as an amount owed to Trillium that has not been paid in full, or a violation of federal or state laws, rules or regulations governing North Carolina's Medicaid Program, so long as Youth Extensions has complied or is complying with the provisions of this Agreement.

10. The Parties agree that nothing in this Agreement should be construed to preclude Youth Extensions from responding to future requests for services in Trillium's Catchment Area, including requests by Trillium directly and requests by other providers within the Trillium network for subcontracted services.

11. Trillium will not conduct any further audits or investigations of Youth Extensions pertaining to its Contract, unless required to do so under the terms of Trillium's contract with DMA in response to a credible allegation of fraud, waste, or abuse that is new and distinct from the facts alleged in any previous audits, investigations, or complaints.

12. All attorney's fees, costs, or expenses related to all cases and disputes described herein shall be borne by each Party individually, and no claim for such fees, costs or expenses shall be made.

13. Each Party hereby releases the other, its current and former officials, employees, agents, and representatives, from any and all liability and causes of action that have arisen or may arise out of the Trillium Notice.

14. Each Party agrees that they will not disclose the terms of this Agreement to anyone (except to corporate affiliates, parents, and subsidiaries who agree to abide by the restrictions on disclosure set forth in this paragraph), other than as may be required by law or as specified in this Agreement.

15. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and there are no promises, understandings, or representations other than those set forth herein. This Agreement supersedes any and all other prior agreements and drafts regarding the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by both of the Parties or their duly authorized representatives.

16. This Agreement shall be construed and governed according to the laws of the State of North Carolina. If any provisions of this Agreement are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

17. Each Party acknowledges that it has carefully read this Agreement, knows the contents thereof, and executes the Agreement voluntarily as its own free act. Each Party further acknowledges that it has conferred to the extent that it has deemed appropriate with legal counsel regarding this Agreement prior to its execution.

18. This Settlement Agreement may be executed in counterparts, each of which shall be an original, all of which taken together shall constitute one and the same instrument. The Parties may exchange signatures on this Settlement Agreement by facsimile or email which shall be acceptable and deemed binding as if originals.

19. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the Parties.

20. This Agreement is binding on the Parties' predecessors, successors, managers, assigns, officers, directors, employees, and agents.

21. This Agreement shall be effective upon the occurrence of the complete execution of this Agreement.

THIS SETTLEMENT AGREEMENT agreed and executed by the Parties hereto:

YOUTH EXTENSIONS, INC.

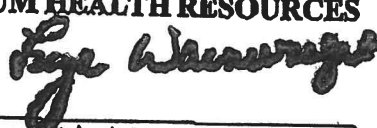
By:


Joseph McCauley
Owner

(SEAL) Date: 7/27/18

TRILLIUM HEALTH RESOURCES

By:


Leza Wainright
Chief Executive Officer

(SEAL) Date: 7/30/18



VIA CERTIFIED MAIL: 91 7199 9991 7038 5441 6446

August 7, 2018

Oasis: A Holistic Network, LLC
Attn: Danielle Tabron
500 Millstone Drive - Suite 102
Hillsborough, NC 27278

Settlement Agreement in the Matter of:

Oasis A Holistic Network, LLC

v.

Trillium Health Resources "Trillium"

Oasis A Holistic Network, LLC ("Oasis") filed a request with Trillium for reconsideration, by a First- Level Peer Review Panel, of the decision made by Trillium to involuntarily terminate their B3 Individual Support Services contract and recoup an overpayment of \$ 52,275.00 resulting from a Post Payment Clinical Review.

CASE HISTORY

- 1) On March 15th, 2018, Trillium sent Oasis A Holistic Network, LLC ("Oasis") a certified letter requesting records for a B3 Individual Supports Post Payment Clinical Review.
- 2) On March 17th, 2018, the certified letter was delivered to Oasis.
- 3) On March 19th, 2018, Oasis verified via email that the documents provided for the Trillium Post Payment Review are correctly identified as listed on the Trillium attestation form.
- 4) On May 18th, 2018, Trillium notified Oasis via certified letter of the results of the Post Payment Clinical Review, which included a recoupment of \$52,275.00 and involuntary termination of contract.
- 5) On May 30th, 2018, the certified letter was delivered to Oasis.
- 6) On June 14th, 2018, Trillium received request for reconsideration of Trillium's decision to terminate the contract and recoup funds for B3 Individual Support Services.

- 7) On July 18th, Trillium contacted Oasis about the possibility of a settlement proposal in lieu of the reconsideration process for the PPCR of B3 Individual Supports Services and discussed the matter by telephone.
- 8) On July 20th, 2018, Trillium and Oasis corresponded via telephone regarding the proposed settlement, Oasis agreed to accept the offer.

CONSIDERATION

Trillium Health Resources MCO and Oasis A Holistic Network, LLC (“Oasis”) agreed to the following alternative outcome on the terms and conditions listed below:

As conditions of Settlement, the parties agree to the following:

- 1) Oasis will voluntarily withdraw from participation in providing Medicaid B3 Individual Support Services in Trillium’s Catchment Area.
- 2) Trillium acknowledges that Oasis’ withdrawal is voluntary. Oasis will send a Letter of Voluntary Withdrawal, memorializing the voluntary withdrawal. Trillium will accept Oasis’ voluntary withdrawal and will rescind and render ineffective the portion of the Trillium Notice recommending an involuntary termination. Trillium will make this Letter of Voluntary Withdrawal available to any interested party upon request.
- 3) Trillium will not pursue recoupment of the identified claims totaling \$52,275.00 as identified in the sanction letter to Oasis dated May 18, 2018. Trillium acknowledges that the alleged overpayments that were at issue are not based upon allegations by Trillium that Oasis engaged in fraud, willful misrepresentation, the filing of a false claim, or other illegal conduct.
- 4) The settlement is a compromise of disputed claims, made to avoid the uncertainty and expense of litigation. The promises and terms are not to be construed as an admission of any alleged liability, nonconformity, error, or other deficiency on the part of Oasis or Trillium.
- 5) Trillium will not conduct any further audits or investigations of Oasis pertaining to the B3 Individual Support Services claims in question as outlined by the PPCR nor any and all B3 Individual Support Services within the contract period, unless required to do so under the terms of Trillium’s contract with DMA in response to a credible allegation of fraud, waste, or abuse that is new and distinct from the facts alleged in any previous audits, investigations, or complaints.

APPEAL

As a result of agreement to the alternative outcome, Trillium Health Resources deems there are no issues subject to appeal at this time. If you have any questions about this decision you may contact, me at 1-866-998-2597.

Sincerely,

Fonda Gonzales

Fonda Gonzales, MS, LPC, NCC
TRILLIUM Unit Manager- Appeals

Cc: Provider File
Richard Leissner, General Counsel
Julie Kokocha, Program Integrity Director
Luz Terry, Contracts Director
Wanda Murphy, Finance Director
Sheryl Deal, Claims Director
Amy Bryant, Network Director

Transforming Lives



VIA CERTIFIED MAIL: 91 7199 9991 7038 5441 6491

July 30, 2018

Easter Seals UCP NC & VA, Inc.
Attn: Leslie Flowers- Quality Management Director
1503 Wayne Memorial Drive- Suite E
Goldsboro, NC 27534

Settlement Agreement in the Matter of:

Easter Seals UCP NC & VA, Inc.

v.

Trillium Health Resources "Trillium"

Easter Seals UCP NC & VA, Inc. ("ES/UCP") filed a request with Trillium for reconsideration, by a First- Level Peer Review Panel, of the decision made by Trillium to involuntarily terminate their B3 Individual Support Services contract and recoup an overpayment of \$75,840.00 resulting from a Post Payment Clinical Review.

CASE HISTORY

- 1) On March 15th, 2018, Trillium sent Easter Seals UCP NC & VA, Inc. ("ES/UCP") a certified letter requesting records for a B3 Individual Supports Post Payment Clinical Review.
- 2) On March 19th, 2018, the certified letter was delivered to ES/UCP.
- 3) On March 29th, 2018, ES/UCP verified via email that the documents provided for the Trillium Post Payment Review are correctly identified as listed on the Trillium attestation form.
- 4) On May 18th, 2018, Trillium notified ES/UCP via certified letter of the results of the Post Payment Clinical Review, which included a recoupment of \$75,840.00 and involuntary termination of contract.
- 5) On May 21st, 2018, the certified letter was delivered to ES/UCP.

- 6) On June 7th, 2018 Trillium responded to questions about the reconsideration process via email to ES/UCP.
- 7) On June 18th, 2018, Trillium received an email from ES/UCP requesting reconsideration of Trillium's decision to terminate the contract and recoup funds for B3 Individual Support Services.
- 8) Between June 21st, 2018 and June 28th, 2018, ES/UCP corresponded with Trillium in regards to the status of their request for reconsideration and whether it was accepted or not.
- 9) On June 29th, 2018, Trillium emailed ES/UCP about the possibility of a settlement proposal in lieu of the reconsideration process for the PPCR of B3 Individual Supports Services and discussed the matter by telephone.
- 10) Between July 3rd, 2018 and July 17th, 2018 ES/UCP and Trillium corresponded via email regarding the proposed settlement and came to agreement on the terms.

CONSIDERATION

Trillium Health Resources MCO and Easter Seals UCP NC & VA, Inc. ("ES/UCP") agreed to the following alternative outcome on the terms and conditions listed below:

As conditions of Settlement, the parties agree to the following:

- 1) ES/UCP will voluntarily withdraw from participation in providing Medicaid B3 Individual Support Services in Trillium's Catchment Area.
- 2) Trillium acknowledges that ES/UCP's withdrawal is voluntary. ES/UCP will send a Letter of Voluntary Withdrawal, memorializing ES/UCP's voluntary withdrawal. Trillium will accept ES/UCP's voluntary withdrawal and will rescind and render ineffective the portion of the Trillium Notice recommending an involuntary termination. Trillium will make this Letter of Voluntary Withdrawal available to any interested party upon request.
- 3) Trillium will not pursue recoupment of the identified claims totaling \$75,840.00 as identified in the sanction letter to ES/UCP dated May 18, 2018. Trillium acknowledges that the alleged overpayments that were at issue are not based upon allegations by Trillium that ES/UCP engaged in fraud, willful misrepresentation, the filing of a false claim, or other illegal conduct.
- 4) ES/UCP will transition the current authorized B3 Individual Support members (nineteen total-19) to State funded personal assistance.
- 5) The settlement is a compromise of disputed claims, made to avoid the uncertainty and expense of litigation. The promises and terms are not to be construed as an admission of any alleged liability, nonconformity, error, or other deficiency on the part of ES/UCP or Trillium.

- 6) Trillium will not conduct any further audits or investigations of ES/UCP pertaining to the B3 Individual Support Services claims in question as outlined by the PPCR nor any and all B3 Individual Support Services within the contract period, unless required to do so under the terms of Trillium's contract with DMA in response to a credible allegation of fraud, waste, or abuse that is new and distinct from the facts alleged in any previous audits, investigations, or complaints.

APPEAL

As a result of agreement to the alternative outcome, Trillium Health Resources deems there are no issues subject to appeal at this time. If you have any questions about this decision you may contact, me at 1-866-998-2597.

Sincerely,

Fonda Gonzales

Fonda Gonzales, MS, LPC, NCC
TRILLIUM Unit Manager- Appeals

Cc: Easter Seals UCP NC & VA, Inc., 2801 Neuse Blvd., New Bern, NC 28562-2838
Provider File
Richard Leissner, General Counsel
Julie Kokocha, Program Integrity Director
Luz Terry, Contracts Director
Wanda Murphy, Finance Director
Sheryl Deal, Claims Director
Amy Bryant, Network Director



VIA CERTIFIED MAIL: 7014 0150 0000 7927 4605

February 2, 2016

Reconsideration Decision in the Matter of:

Elite Care, Inc.

v.

Trillium Health Resources "Trillium"

Elite Care, Inc. ("Elite Care") filed a request with Trillium for reconsideration, by a First- Level Peer Review Panel, of the decision made by Trillium to involuntarily terminate their Intensive In-Home and Outpatient Therapy Services contract, recoup an overpayment of \$20,688.23, and suspend payments during the reconsideration process.

CASE HISTORY

- 1) On August 3rd, 2015, Trillium initiated an onsite triggered monitoring on Elite Care with regard to their Outpatient Therapy and Intensive In-Home Services provided and/or billed from Elite Care's office located at 132 West Main Street Williamston, NC 27892.
- 2) On September 25th, 2015 Trillium concluded the triggered monitoring investigation.
- 3) On October 8th, 2015, Trillium notified Elite Care via certified letter of the results of the review. Trillium imposed an involuntary termination of their contract for Outpatient Therapy Services and Intensive In-Home services, an overpayment recoupment of \$20,688.23, and a payment suspension for Outpatient and Intensive In-Home Services for the duration of the reconsideration process.
- 4) On October 9th, 2015, delivery of the certified mail was attempted and a notice left for Elite Care.
- 5) On October 17th, 2015, the notification letter was delivered via certified mail to Elite Care.
- 6) On November 6th, 2015, Trillium received a letter from Elite Care dated November 5th, 2015, requesting reconsideration of Trillium's decision to involuntarily terminate their Medicaid contract for Outpatient Therapy and Intensive In-Home Services and suspend payment for all Outpatient and Intensive In-Home Services at all sites.

- 7) On November 25th, 2015, Trillium faxed and mailed letter to Elite Care scheduling the face to face meeting with the Panel.
- 8) On December 9th, 2015, a face to face meeting was held between Elite Care and the Panel to discuss Elite Care's request for reconsideration.
- 9) On December 29th, 2015, Trillium mailed the first level panel decision upholding Elite Care's Outpatient Therapy and Intensive In-Home Services contract termination, payment suspension, and recoupment of service claims totaling \$20,688.23.
- 10) On December 31st, 2015, the certified mail was delivered to Elite Care, Inc.
- 11) On January 14th, 2016, Trillium recived an email from Elite Care, Inc. Clinical Director/Program Coordinator for the MHC site, Rhonda Dunning requesting the ability to continue to deliver services to the community.
- 12) On January 15th, 2015, Trillium responded to Elite Care, Inc. via email relaying a compromise and requesting a response within five (5) business days.
- 13) On January 21st, 2016, Trillium received a response from Elite Care, Inc.
- 14) On January 26th, 2016, Trillium made a counter offer to Elite Care, Inc.
- 15) On January 28th, 2016, Trillium received notice via email of the acceptance of Trillium's counter offer of compromise.

CONSIDERATION

Trillium Health Resources MCO and Elite Care, Inc. agreed to the following alternative outcome on the terms and conditions listed below:

As conditions of Settlement, the parties agree to the following:

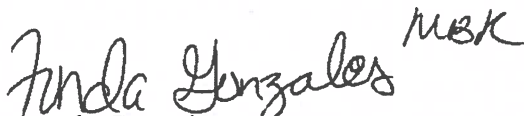
- 1) Trillium will remove the payment suspension currently in effect for the Morehead City site of 1004 Arendell Street, Morehead City, NC 28557.
- 2) Trillium will not terminate the contract for Outpatient Therapy and Intensive In-Home Services at the Elite Care, Inc. Morehead City location.
- 3) Trillium will remove the payment suspension for Intensive In-Home Services at the 132 West Main Street, Williamston, NC 27892 site.

- 4) Trillium will allow Intensive In-Home Services contract at 132 West Main Street, Williamston, NC to remain in effect through February 29th, 2016. At that time the IHH contract will be voluntarily terminated.
- 5) Elite Care, Inc. will transition consumers in need of further Intensive In-Home or Outpatient Therapy Services to another provider of the consumer's choice on or before February 29th, 2016.
- 6) Elite Care, Inc. Outpatient service contract termination for the 132 West Main Street Williamston, NC site will remain in effect as outlined in sanction notification letter to Elite Care, Inc. dated October 7th, 2015.
- 7) Elite Care, Inc. will submit documentation to Trillium in support of a licensure board report upon completion.
- 8) Elite Care, Inc. will complete a self-audit for all claims and services associated with this individual and submit a copy of the findings including a claims refund request before February 29th, 2016.
- 9) Trillium will process the recoupment of identified claims as originally outlined in the October 7th, 2015 notice to Elite Care, Inc. in the amount of \$\$20,688.23.

APPEAL

As a result of agreement to the alternative outcome, Trillium Health Resources deems there are no issues subject to appeal at this time. If you have any questions about this decision you may contact, me at 1-866-998-2597.

Sincerely,


Fonda Gonzales, MS, LPC
Trillium Appeals Coordinator

cc: Provider File
Network Director, William Holtz
Program Integrity Director, Julie Kokocha
Compliance Director, Kim Lewis
Contract Director, Luz Terry
Claims Director, Sheryl Deal
Finance Director, Wanda Murphy

